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Supreme Court, U.S.
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No. 98-499

In The

Supreme Court of the United States

October Term, 1998

MAJOR LEAGUE UMPIRES ASSOCIATION,

Petitioner,

v.

NATIONAL LEAGUE OF PROFESSIONAL BASEBALL CLUBS and AMERICAN LEAGUE OF PROFESSIONAL BASEBALL CLUBS,

Respondents.

On Petition For Writ Of Certiorari To The United States Court Of Appeals For The Third Circuit

BRIEF IN OPPOSITION

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QUESTION PRESENTED FOR REVIEW

Whether any reason exists for the exercise of this Court's supervisory power when the court of appeals correctly followed well-settled, controlling decisions of this Court in declining to disturb an arbitrator's resolution of a routine dispute under a collective-bargaining agreement about the amount of compensation payable to employees covered by the agreement.

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STATEMENT OF THE CASE

Respondents, the American League of Professional Baseball Clubs and the National League of Professional Baseball Clubs (collectively "Leagues"), respectfully pray that the instant Petition be denied. Review in this Court is inappropriate because petitioner, the Major League Umpires Association ("Association"), fails to present the compelling reasons this Court requires for an exercise of its discretion on certiorari. S. Ct. R. 10.

The facts, applicable law, and course of proceedings below are fully and accurately set forth in the unpublished decisions of the United States Court of Appeals for the Third Circuit and the United States District Court for the Eastern District of Pennsylvania. Appendix To Petition For Certiorari ("Pet. App.") at 1-5, 6-15. The facts and issues involved in the labor arbitration are fully and accurately set forth in the opinion and award by the arbitrator. Pet. App. at 16-47.

REASONS FOR DENYING THE WRIT

1. Review should be denied because the decision below is manifestly correct, is not in conflict with any decision of this Court or of any federal court of appeals, and raises no important issues of federal labor law. The Third Circuit adhered to well-settled law and correctly applied this Court's decisions. Petitioner, however, would argue in this Court, as below, that the arbitration award it sought should be vacated or modified because the arbitrator, having found in the collective-bargaining agreement "no meeting of the minds" on the issue before him, was without authority to decide it. Pet. at 18-19.

Petitioner's argument is frivolous and further judicial resources should not be wasted on entertaining it. It was the petitioner who sought the arbitration. Had there been a "meeting of the minds" on the issue to be arbitrated, obviously arbitration would have been unnecessary.[1]

The court of appeals adequately and correctly addressed petitioner's contentions. Noting that "[a]n award is enforceable provided it 'draws its essence from the collective bargaining agreement,'" Pet. App. at 4 (quoting *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593, 597 (1960)), the court of appeals stated:

> Although the language of the collective bargaining agreement is silent regarding the question of whether umpires are entitled to receive Special Events compensation in the event of a players' strike, an arbitrator may exercise his or her 'delegated power to decide unforeseen or unresolved problems arising out of gaps or content in the contract.' . . . While the language of the

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[1] In the district court petitioner requested judgment in the full amount claimed in its grievances, or vacature of the award. The courts below correctly rejected petitioner's request. This Court has made clear that "as a rule the court must not foreclose further proceedings by settling the merits [of an arbitration] according to its own judgment of the appropriate result, since this step would improperly substitute a judicial determination for the arbitrator's decision that the parties bargained for in the collective-bargaining agreement." *United Paperworkers Int'l Union v. Misco, Inc.*, 484 U.S. 29, 40-41 (1987). The alternative relief sought by petitioner, vacating the award, would leave the affected employees *worse* off than under the award. *See* Pet. App. at 47 (awarding each covered employee $728.44 or $1,394.44, depending on years of service).

> agreement does not necessarily foreclose pool payments in the event of a strike, the arbitrator's conclusion that such payments are not mandated by the agreement is not irrational and is plainly drawn from the essence of the collective bargaining agreement.

Pet. App. at 4 (citation omitted). The court of appeals decision falls comfortably within this Court's long-standing policy of deference to labor arbitration awards. As this Court made clear in the first case of its historic 1960 "Steelworkers Trilogy" decisions:

> The refusal of courts to review the merits of an arbitration award is the proper approach to arbitration under collective bargaining agreements. The federal policy of settling labor disputes by arbitration would be undermined if courts had the final say on the merits of the awards.

Enterprise Wheel & Car Corp., 363 U.S. at 596. The Court stated in the second case of the "Steelworkers Trilogy":

> The function of the court is very limited when the parties have agreed to submit all questions of contract interpretation to the arbitrator. It is confined to ascertaining whether the party seeking arbitration is making a claim which on its face is governed by the contract. Whether the moving party is right or wrong is a question of contract interpretation for the arbitrator. . . .

> The courts, therefore, have no business weighing the merits of the grievance, considering whether there is equity in a particular claim, or determining whether there is particular language in the written instrument which will support the claim.

United Steelworkers of America v. American Mfg. Co., 363 U.S. 564, 567-68 (1960) (footnote omitted); *accord, United Steelworkers of America v. Warrior and Gulf Navigation Co.*, 363 U.S. 574, 577-85 (1960); *see also United Paperworkers Int'l Union v. Misco, Inc.*, 484 U.S. 29, 36 (1987) ("The courts are not authorized to reconsider the merits of an award even though the parties may allege that the award rests on errors of fact or on misinterpretation of the contract.").

2. Petitioner's dissatisfaction with the remedy it obtained does not warrant this Court's review. The special role of labor arbitrators in fashioning remedies for unforeseen situations is well recognized. As the Court noted in *Enterprise Wheel & Car*:

> When an arbitrator is commissioned to interpret and apply the collective bargaining agreement, he is to bring his informed judgment to bear in order to reach a fair solution of a problem. This is especially true when it comes to formulating remedies. There the need is for flexibility in meeting a wide variety of situations. The draftsman may never have thought of what specific remedy should be awarded to meet a particular contingency.

363 U.S. at 597. Accordingly, the court of appeals correctly left the remedy formulated by the arbitrator undisturbed. *See* Pet. App. at 4 ("Nor did the arbitrator exceed his authority by looking to an earlier arbitration between the same parties to conclude what proportion of the pool monies should be paid to the Umpires in recognition for their work during the 1994 All-Star Game.") (citations omitted).

3. Petitioner's assertion that the decision below is in conflict with the decision of the Seventh Circuit in *Johnson Controls Inc. v. United Association of Journeymen*, 39 F.3d 821 (7th Cir. 1994), is mistaken and, in any event, presents no basis for review in this Court. Both decisions involve garden-variety review of labor arbitration awards turning on their own narrow facts, implicating no issues of national labor policy, and affecting few, if any, others than the litigants.

The decision of the Seventh Circuit in *Johnson Controls* is consistent with the Third Circuit's decision, and, indeed, the Seventh Circuit expressly *rejected* the very same notion petitioner would advance here: "We . . . reject the district court's conclusion that because the arbitrator for the parties came to no 'meeting of the minds' concerning the scope of Paragraph 13(1), further arbitration on this issue was beyond his authority." 39 F.2d at 825.

Petitioner's request that this Court "now reconsider its observation in *Enterprise Wheel & Car* and require reasoned awards in labor arbitration," Pet. at 27, stands as tacit admission that the Third Circuit decision is correct. Only if more than three decades of Supreme Court precedent are swept aside can the petitioner's position be sustained. Petitioner's suggestion that the Court review the "thoughts

and reasoning" set forth in the opinion accompanying the arbitrator's award, Pet. at 17, ignores basic American labor law, as declared in *Enterprise Wheel*:

> A mere ambiguity in the opinion accompanying an award, which permits the inference that the arbitrator may have exceeded his authority, is not reason for refusing to enforce the award. Arbitrators have no obligation to the court to give their opinions for an award. To require opinions free of ambiguity may lead arbitrators to play it safe by writing no supporting opinions. This would be undesirable for a well-reasoned opinion tends to engender confidence in the clarity of the process and aids in clarifying the underlying agreement.

363 U.S. at 1361 (footnote omitted). There is no basis to "reconsider" these fundamental rudiments of American labor law.

This case is, in any event, particularly ill-suited for the remarkable make-over of modern labor law requested by the petitioner. The case concerns a routine compensation dispute under a private agreement for a handful of individuals in a unique occupation in the unprecedented circumstances facing them in 1994. Questions of national labor policy are *not* implicated in this case.[2] The writ should be denied.

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[2] The district court aptly addressed any purported "policy" issues as follows:

CONCLUSION

For the foregoing reasons, respondents respectfully pray that the writ be denied.

Respectfully submitted,

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Presumably, no 'well defined and dominant' public policy exists to support the payment of umpires for unplayed games. None has been offered; and Art. VII of the Collective Bargaining agreement is to the contrary.

App. at 11 n. 10.